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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

3 CAN'T STOP PRODUCTIONS, INC.,

4 Plaintiff,

5 v.

17 Civ. 6513 (CS)

6 CONFERENCE

7 SIXUVUS, LTD., et al.,

8 Defendants,

9 v.

10 KAREN WILLIS, doing business as  
11 Harlem West Entertainment,

12 Intervenor.

13 -----x  
14  
15  
16  
17 United States Courthouse  
18 White Plains, N.Y.  
19 May 2, 2019  
20 2:35 p.m.

21 Before: THE HONORABLE CATHY SEIBEL,

22 District Judge  
23  
24  
25

**APPEARANCES**

**EISENBERG, TANCHUM & LEVY**  
**Attorneys for Plaintiff**  
**STEWART L. LEVY**

**ADELMAN, MATZ, P.C.**  
**Attorneys for Defendants**  
**GARY PHILIP ADELMAN**  
**SARAH MICHAL MATZ**

**KAREN WILLIS, Pro Se Intervenor (via telephone)**

1 THE DEPUTY CLERK: The Honorable Cathy Seibel  
2 presiding.

3 Can't Stop Productions v. Sixuvus.

4 THE COURT: Good afternoon.

5 Ms. Willis, can you hear me?

6 MS. WILLIS: I can, your Honor.

7 THE COURT: Very good.

8 Mr. Levy, good afternoon

9 MR. LEVY: Good afternoon.

10 THE COURT: And Ms. Matz and Mr. Adelman.

11 Everyone can have a seat

12 MR. ADELMAN: Good afternoon, your Honor.

13 THE COURT: Don't take this the wrong way, but I'm  
14 not that psyched to see you again. But here we are.

15 I've got letters. I have the joint letter from  
16 Mr. Levy and Ms. Matz, which is dated the 29th. I have  
17 Ms. Willis' response to that letter, also dated the 29th. I  
18 have Ms. Matz' response to that dated the 30th as well as  
19 Ms. Willis' April 24th application to file an amended  
20 intervenor complaint.

21 There's a few moving parts here.

22 MR. LEVY: Your Honor, I have an update that might be  
23 relevant before you get into it.

24 THE COURT: Go right ahead.

25 MR. LEVY: We've reached a -- Can't Stop and Sixuvus

201952cantc

1 have reached, about two hours ago, a tentative settlement with  
2 the two parties. It doesn't bind Ms. Willis. We reached  
3 agreement on all the material terms. I just got approval from  
4 my client about 30 minutes ago. He's in Paris. And he  
5 instructed me to say, look, we agree to the settlement, it's  
6 pretty simple, but it's tentative until it's in writing because  
7 the last time we tried putting it in writing, everything  
8 collapsed.

9 THE COURT: That was going to be my first question.  
10 Are you contemplating a formal writing before you intend to be  
11 bound?

12 MR. LEVY: Yes. But what we did is, learning from  
13 our past mistakes, or my past mistakes, I'll take blame for it,  
14 we're going to keep it simple. I think the last time we tried  
15 it, we were in the weeds too much, so we're going to keep it  
16 simple. I think we've agreed on all material terms.

17 Again, I know this is a jury trial and the Court  
18 could have more discretion on settlement talks, but I think, at  
19 this point, we probably shouldn't divulge anything yet until we  
20 get it in writing.

21 The one thing that I think we should say, it does  
22 take from the last settlement Magistrate Judge Smith's offer to  
23 have continuing jurisdiction, continuing jurisdiction between  
24 Can't Stop and Sixuvus, and then Ms. Willis is free to, as a  
25 licensee, do whatever she thinks is appropriate.

1 THE COURT: I am sure Judge Smith would be glad to  
2 maintain jurisdiction. She's always very helpful to me, and  
3 that would be helpful to me.

4 Assuming that you paper the agreement, then the only  
5 dispute left will be between Ms. Willis and the defendants. Am  
6 I right?

7 MR. LEVY: Well, there's nothing to intervene in. We  
8 brought the lawsuit against Sixuvus. The settlement calls for  
9 the case and the counterclaim to be dismissed. So I'm not  
10 quite sure what there is to intervene in.

11 MS. WILLIS: Well, your Honor, your Honor, may I?

12 Well, I'll let you finish. Go on.

13 THE COURT: Were you going to say more, Mr. Levy?

14 MR. LEVY: I would think, if Ms. Willis wants, it's a  
15 separate lawsuit, but I don't think there's anything to  
16 intervene in.

17 THE COURT: Well, I've provisionally permitted  
18 intervention. It may well have to be a separate lawsuit. I  
19 don't know how that would work. If I remember, and you'll  
20 correct me if I'm wrong -- I think this was actually in your  
21 letter, but I'm not clear if Ms. Willis had made a formal  
22 motion to intervene and we had just postponed the opposition or  
23 whether that motion had not been made. And I will confess I  
24 didn't go back through this now gigantic docket sheet to find  
25 it.

1 MS. MATZ: Your Honor.

2 MS. WILLIS: I can answer that, your Honor.

3 THE COURT: Go ahead.

4 MS. WILLIS: I actually made a formal motion to  
5 intervene, and I also attached the actual complaint. And so  
6 your Honor approved it provisionally, yes. So I've been in the  
7 case since that time.

8 Your Honor, this is sort of -- today this is catching  
9 me a bit off guard. However, I will let the Court know that I  
10 am in constant contact with the Belolos in France. And  
11 Jonathan Belolo and I did have a conversation --

12 THE COURT: Ms. Willis, I'm sorry to interrupt you,  
13 but the court reporter is having a hard time with the names on  
14 the family and friends. Belolo?

15 MS. WILLIS: Belolo, B-E-L-O-L-O.

16 THE COURT: Belolo.

17 MS. WILLIS: I'm sorry. I'll try to --

18 THE COURT: Belolo.

19 MS. WILLIS: Yes, in France.

20 And so Jonathan and I have, in fact, discussed a  
21 possible -- the idea of a possible settlement with the Sixuvus.  
22 However, I was unaware that they had actually, you know, may  
23 have come to terms in some respect. And, of course, Jonathan  
24 promised that he would share that with me. And so it's not  
25 been shared with me yet, and so it's catching me a bit off

guard.

Your Honor, I am open to this, so I think that we may have to sort of break and let me see what's going on so that I can get caught up, because the idea would be that if I, in fact, agree with the terms and I feel that those terms are not going to harm me as a licensee, there's no reason why I would not, you know, go along with it and we would dismiss everything. But I need to know what's happening.

THE COURT: Well, I gather from what Mr. Levy said that this just came together in the last hour or two.

MR. LEVY: That's correct.

THE COURT: Is there any reason, Mr. Levy or Ms. Matz, why the terms wouldn't be something you would want to share with Ms. Willis?

MR. LEVY: We will share it with -- Jonathan Belolo has asked -- conferring with Ms. Willis, Jonathan Belolo has spoken, apparently, to Ms. Willis and said we're going to make a separate settlement, but then, out of courtesy to her, when we thought the settlement would be -- she wouldn't have a problem with, we're going to settle -- we want to settle it regardless, but then, as a courtesy to her, once it's papered and it's there, we'll show it to her as a courtesy. So, yes, he promised he would show it to her.

MS. WILLIS: Well, the problem with that is, for example, we -- right now, it seems like they're trying to

1 change things in the middle of this.

2 The reason why we did not reach a settlement prior,  
3 your Honor, in this case -- and they could not dismiss the case  
4 unilaterally without me because I am a provisional Intervenor  
5 and until that is somehow disposed of, they can't make this  
6 settlement independent of me, either.

7 However, having said that, your Honor, I'm excited to  
8 hear that maybe there has been some terms here that have been  
9 agreed to, and I can't wait to discover what they are, and  
10 hopefully I can go along with it.

11 THE COURT: So let me go back to the question I  
12 asked. Can somebody point me to where the motion to intervene  
13 was made.

14 MS. MATZ: Yes, your Honor, I actually can if you  
15 would like me to.

16 THE COURT: Please.

17 MS. MATZ: I believe -- and Ms. Willis can correct me  
18 if I'm wrong, but I believe it's document number 110 that was  
19 filed on February 12th of 2018. I'm looking at a document  
20 called motion to intervene and TRO and motion to vacate.

21 THE COURT: And then it looks like --

22 MS. MATZ: Actually, I'm sorry. It was originally  
23 presented to the Court in December, but this was the document  
24 that was not actually docketed on ECF until February.

25 THE COURT: And it looks like, in February, I, on the



1 13th, did something. Let me see what I did.

2 (Pause)

3 THE COURT: Oh, yes. So this is what it says. On  
4 February 12th, at the Court's direction, Intervenor filed on  
5 the ECF system certain documents that her then counsel had  
6 previously conveyed to chambers.

7 Hold on. This is actually not what I thought it was.  
8 Hold on.

9 (Pause)

10 THE COURT: It says the motion to intervene and  
11 vacate or modify the TRO dated December 7th was granted in part  
12 and denied in part from the bench on December 8th. So let me  
13 go back and see what we wrote on December 8th.

14 (Pause)

15 THE COURT: That's where I said Ms. Willis is  
16 temporarily allowed to intervene.

17 It seems to me, without having done the research,  
18 that there was a timely motion to intervene. My memory, and I  
19 could be wrong on this, is that we postponed briefing on it  
20 because we were having the PI hearing and then it looked like  
21 you were going to settle and then we had all the litigation on  
22 the settlement.

23 I do think, at this stage of the game, it strikes me  
24 as a little bit unfair for the plaintiff and the defendants to  
25 take advantage of the fact that, essentially, I punted on the

201952cantc

1 Intervenor motion to settle this case out from under the  
2 proposed Intervenor. So I'm not sure I would -- I'm not sure,  
3 if it's a settlement that I have to approve, that I would  
4 approve it before deciding the motion to intervene.

5 And the dispute between Ms. Willis and the defendants  
6 is going to live one way or another. Even if I end up  
7 approving the settlement and that ends up mooted Ms. Willis'  
8 attempt to intervene, there's either going to be another  
9 lawsuit or something.

10 And I'm not a Pollyanna here. I don't expect that,  
11 just because Can't Stop and Sixxvus have come to an agreement,  
12 that that means Ms. Willis will be satisfied with it, but it  
13 may be that it's an important first step.

14 MS. WILLIS: I agree with that, your Honor. I would  
15 agree with that. And again, I want to make it clear to the  
16 Court that I am very excited to hear that possibly there has  
17 been some change. And I'm sure, when I get off the line, I  
18 will talk to Jonathan Belolo right away and maybe even confer  
19 with counsel, because counsel here won't get off, when he's  
20 done, to see what's going on. I intend -- as long as it's  
21 something that is not going to harm me, and there's no reason  
22 why I wouldn't agree.

23 However, the problem we have, your Honor, is that  
24 they seem to consistently attempt to come up with an agreement  
25 outside of me, and that's why we're here now. I am an

201952cantc

1 Intervenor, and until we actually brief the issue and the Court  
2 rules that I'm no longer, you know, that's when they can make a  
3 unilateral settlement without me, and until then, I mean, until  
4 the briefing is done, how can they even attempt to do this?

5 But having said that, your Honor, I intend to go  
6 along with it if it's something that I can live with, yes.

7 MS. MATZ: Your Honor.

8 THE COURT: Yes, Ms. Matz.

9 MS. MATZ: If I could be heard on the issue just for  
10 a moment.

11 THE COURT: Yes.

12 MS. MATZ: I respectfully somewhat disagree.

13 First of all, any parties in a lawsuit are free to  
14 settle their own claims against one another, and not everybody  
15 has to be involved, regardless of Ms. Willis' Intervenor  
16 status. But, also, if you think back to the context, and I  
17 don't have the transcript with me, but I do recall when we had  
18 the argument on the intervention and you allowed it to happen  
19 provisionally, one of the reasons you did that was because the  
20 Sixuvus defendants had asserted counterclaims and were bringing  
21 a preliminary injunction that challenged the validity of all of  
22 the marks, including the mark that Ms. Willis has an exclusive  
23 license to. And if I recall in somewhat sum and substance,  
24 what your Honor had said was that the outcome of that, if we  
25 successfully challenged the marks and our naked licensing

1 claims and those, that that would interfere with her license  
2 and that that was part of the reason you were considering  
3 letting her provisionally intervene. And there were other  
4 questions about whether or not she would be an Intervenor as of  
5 right or permissively or even be allowed to intervene  
6 permanently. But if those claims no longer existed, I'm not  
7 sure what the -- I'm not sure that the interests would be the  
8 same whatsoever.

9 THE COURT: You may be right. It may be -- and  
10 again, this has been going on for so long and there's so much  
11 water under the bridge, I really don't remember the specifics,  
12 but what you're saying rings a bell and that sounds right.

13 It may be that the reasons that I thought permissive  
14 intervention made sense at that stage no longer apply. If I  
15 remember, the Sixxvus defendants were concerned as to whether  
16 the intervention would be as of right or permissive because I  
17 forget why. It was going to make some difference down the  
18 road, conceivably. And I think, at the time, I said I would at  
19 least permissively permit it given what the status was and we  
20 can fight out later whether it was as of right or not.

21 And it may be that the main reason I thought it made  
22 sense for Ms. Willis to intervene was to join Can't Stop in  
23 protecting the marks, and if there's no threat to the marks,  
24 then maybe it doesn't make sense for Ms. Willis to intervene.  
25 On the other hand, maybe it does because she's claiming that

201952cantc

1 there's been infringement by the defendants of her exclusive  
2 right to use those marks during the pendency of this  
3 litigation.

4 I'm not prejudging it one way or the other. I just,  
5 as I'm sitting here, don't have the benefit of what I'm sure  
6 will be briefing from both sides about what makes sense at this  
7 stage of the game. It may be that, back then, the reason I  
8 thought intervention, at least provisionally, made sense was so  
9 that Ms. Willis could protect the marks, but maybe now it makes  
10 sense for another reason.

11 MR. LEVY: Your Honor --

12 MS. WILLIS: Well, your Honor, I agree with that. I  
13 absolutely -- in any event, briefing will be required, so they  
14 can't escape the fact that they're going to have to brief it.  
15 They can't just dump this on the Court today for a --

16 THE COURT: Ms. Willis, sorry to interrupt you again,  
17 but the court reporter is having a very hard time making out  
18 what you're saying.

19 MS. WILLIS: Oh. I'm sorry.

20 THE COURT: I heard up to they can't just dump this.

21 MS. WILLIS: Oh, okay. I'll start again.

22 Your Honor, whether they like it or not, I'm an  
23 Intervenor at this time, and they can't settle this without me.  
24 However, if they're able to successfully argue and brief here  
25 with my opposition and responses and all that and the Court

201952cantc

1 decides that, okay, fine, there's no -- it's not necessary to  
2 intervene, that's down the road. We're talking today. And so  
3 I think, instead of them attempting to really antagonize me by  
4 trying to alienate me and stuff like that, I don't know, maybe  
5 say she can't really do this right now, but, yes, I am in.

6 THE COURT: I've got to interrupt you again because I  
7 really -- you're talking so fast, I can't make out what you're  
8 saying and the court reporter cannot make out what you're  
9 saying.

10 MS. WILLIS: Okay.

11 THE COURT: Please slow it down.

12 MS. WILLIS: I will.

13 THE COURT: This is why I hate phone conferences.

14 MS. WILLIS: I will. I'm sorry.

15 THE COURT: This is why I hate phone conferences.

16 And I understand you had something come up and couldn't be here  
17 in person, but I have to really beseech you to slow it down.

18 MS. WILLIS: Thank you. I'll slow it down right now.

19 The bottom line is, your Honor, at this stage, prior  
20 to your Honor ordering briefing as to whether or not I am an  
21 Intervenor at all or whether or not I am in as a matter of  
22 right or -- you know, that's down the road. We're going to  
23 have to brief that. But, for now, for purposes of the  
24 settlement, they cannot escape that I'm a party and they cannot  
25 do the settlement. And Judge Smith made it clear to them, as

201952cantc  
1 the magistrate, some time ago that, really, I have to be  
2 involved.

3 Now, the bottom line is I would ask that they simply  
4 not antagonize me right now with this. I'm making, you know, a  
5 statement to the Court that, look, I would love to go along  
6 with it. I can't wait to talk to Jonathan and also Mr. Levy  
7 when this is over so that I can see what's happening. And I'll  
8 likely go along with it as long as it's not going to harm me.  
9 But for them to attempt to make this settlement now and say,  
10 well, look, we can settle without the Intervenor right now, I  
11 think Judge Smith is going to disagree with that, and I believe  
12 ultimately your Honor will disagree with that at this stage.

13 THE COURT: Well, look, I think Judge Smith was doing  
14 what she's paid to do, which is try to resolve the entire case.

15 Ms. Matz is correct that there's no barrier to  
16 individual parties resolving less than all the claims in the  
17 case or making peace with less than all the defendants in the  
18 case. However, to the extent they're doing that without  
19 Ms. Willis being part of the agreement, they may find  
20 themselves still battling with her.

21 MR. LEVY: Your Honor.

22 THE COURT: Let me just finish my thought.

23 It may turn out that I don't agree that the  
24 settlement between the plaintiff and the defendant means that  
25 Ms. Willis has to go away and start a new case, or it may be,

1 even if I do agree, that she will go out and start a new case.

2 I have to imagine, and I'm sure someone will correct  
3 me if I'm wrong, that neither Can't Stop or Sixuvus would mind  
4 if they could wrap things up with Ms. Willis as well.

5 Am I right about that?

6 MR. LEVY: Well, yes, but the track record's not too  
7 good on that, your Honor.

8 THE COURT: I get it.

9 MR. LEVY: Talk to Magistrate Judge Smith.

10 MR. ADELMAN: I just want to add --

11 MR. LEVY: Just --

12 MR. ADELMAN: Oh, sorry. Sorry, Stewart. Go ahead.

13 MR. LEVY: The issue here -- and I appreciate the  
14 District Court's at a disadvantage because you don't have the  
15 settlement proposal, but the key is the continuing  
16 jurisdiction. And if you look at the underlying complaint, we  
17 had two claims. One was for declaratory judgment that we owned  
18 the trademarks and the other was that there were certain  
19 infringements. Well, those infringement were two years down  
20 the road. They were mooted out. We won the preliminary  
21 injunction hearing. We would rather not retry it again at a  
22 trial. So, from our point of view, there's nothing left in our  
23 complaint. It's over with.

24 From their point of view, from Sixuvus' point of  
25 view, while they had a lot of claims, the claims that really



201952cantc

1 affected us was they were contesting our trademark rights for  
2 live performances, which we had a fight, and that protected our  
3 licensee, Ms. Willis. The settlement deals with that and puts  
4 into place continuing jurisdiction if there's ever a problem.

5 The reason we think we can settle without  
6 antagonizing Ms. Willis -- I understand Ms. Willis has already  
7 written a letter to my client asking that I be fired. So this  
8 is what we're up against, letters to my client saying I should  
9 be fired. He's not firing me. The issue here is what  
10 obligation does a licensor have to a licensee.

11 Now, when a licensor of a trademark issues a license,  
12 I'll agree it's implicit that the trademark should be  
13 protected, but it's not carte blanche for the licensee, on  
14 anything that bothers the licensee, to go to the licensor and  
15 say, well, I don't care what it costs, I don't care if you have  
16 to spend a hundred million dollars, I want you to go after  
17 this, and if you don't, you're not protecting me.

18 Well, the settlement that we've reached says, hey, we  
19 own the trademark. They acknowledge we own the trademark. If  
20 there's any dispute, we go to the magistrate judge on the  
21 doctrine of nominative fair use. If the magistrate judge  
22 thinks it's okay, it's fine; if not, they'll tell them to stop  
23 it. We're protecting the mark. But what we want out of the  
24 case, frankly, is their allegations, they may be valid, they  
25 may not be, but that we're not interested in, like are there

201952cantc

1 offshoots of the trademark that they can't use. Like Kings of  
2 Disco. We have no interest in Kings of Disco. It's not our  
3 trademark.

4 Ms. Willis feels that there are a number of trademark  
5 rights, and one of her allegations is to go after them for  
6 using it. Well, my client is sitting as licensor, saying, now,  
7 wait a second. We'll protect the Village People marks, but not  
8 this other thing. And, oh, there's one concert somewhere in  
9 Germany on New Year's Eve, one group out of many on a first  
10 night thing. It's not worth it to us to sit there and bring  
11 lawsuits against the German promoter. She wants to sue the  
12 Pennsylvania Horticultural Society, the Texas State Fair. At a  
13 certain point, we're the licensor and we don't have an  
14 obligation to just be dragged into all these things.

15 What we're saying is we're protecting the mark. We  
16 got continuing jurisdiction. We got Sixxvus to acknowledge  
17 it's our mark. We're doing everything we reasonably can. At a  
18 certain point, though, it's enough.

19 And I'm sorry if you're antagonized by it,  
20 Ms. Willis, but it is enough.

21 MS. WILLIS: Your Honor, your Honor, first of all, I  
22 haven't a clue what Mr. Levy is talking about here. Again, I  
23 have to talk to Jonathan Belolo or both of them or even  
24 Mr. Levy and Bob Besser. So, look, all of this talk and this  
25 information that Mr. Levy here is presenting to the Court

201952cantc  
1 today, in my mind, is totally irrelevant.

2 I'm not opposed to the settlement because I have no  
3 idea what's in it. You know, he shouldn't attempt to  
4 presuppose that I'm going to be saying, oh, the history. Well,  
5 no, the history is that they -- you sued the Sixuvus the and  
6 Sixuvus have sued you. And then I have attempted to bring  
7 claims that have not been brought yet, cannot be litigated yet,  
8 because of the fact that we stopped for a settlement.

9 So, look, what I would suggest, your Honor, is that I  
10 have an opportunity to discuss this with Mr. Belolo and  
11 Mr. Levy and Besser, whomever, and then we can take it from  
12 here. And maybe we can continue the hearing. Because this is  
13 all new and I haven't a clue what's happening. It's not fair  
14 to me.

15 THE COURT: Well, this is what I think.

16 First of all, if -- again, I'm not committing to  
17 anything. I never do until I see briefing. But I find it  
18 unlikely that I'm going to allow Ms. Willis to pursue claims in  
19 this case against Facebook or the Pennsylvania Horticultural  
20 Society or the German TV show or the agents and all that. My  
21 feeling is that if the intervention motion goes her way, it's  
22 going to be just on the dispute between Ms. Willis and Sixuvus.  
23 The parties can certainly -- the plaintiff and the defendant  
24 can certainly settle. They need me to go along with the part  
25 of the settlement that requires court supervision. I'm sure

201952cantc

1 I'll be fine with the terms of the settlement. That's not  
2 really my concern. If the parties are happy, I'm happy. The  
3 only concern I have is whether approving it would work some  
4 unfairness to the Intervenor. And the only reason I have that  
5 concern is because the reason that her status is still up in  
6 the air is essentially because, with everybody's agreement, I  
7 punted the briefing on that issue.

8 So I think two things -- three things should happen.  
9 One is, as Ms. Willis just suggested, she should talk to the  
10 gentleman in France. I assume they've agreed to that and  
11 they've agreed that Ms. Willis need not go through Mr. Levy.

12 MR. LEVY: That's fine.

13 THE COURT: She should speak to Mr. Levy, if she's so  
14 advised, and see if this settlement is something that she wants  
15 to sign onto. It sounds like it's very different from the  
16 settlement that was before Judge Smith, which had all these  
17 conditions in it about the Facebook and the likes on Facebook  
18 and how many minutes in which performance can be in which  
19 costumes. It sounds like this is a much more general thing  
20 which essentially leaves Judge Smith as the arbitrator if the  
21 licensor thinks that the defendants are not respecting its  
22 mark.

23 MR. ADELMAN: And vice versa, your Honor.

24 THE COURT: And vice versa.

25 So I don't know, Ms. Willis, if that sort of thing is

201952cantc

1 going to satisfy you, something that general, without the  
2 specifics. I don't know if the whole controversy over the  
3 websites and what comes up when you put Village People into  
4 Google or Facebook, I don't know if all that's calmed down or  
5 not.

6 But I agree it is a good idea for Ms. Willis to speak  
7 to the principals of Can't Stop and see if they can -- if  
8 maybe, with their help, Ms. Willis and Sixuvus can make peace.  
9 If not, the plaintiff and the defendant will submit the  
10 settlement agreement to me for approval, and what I'll want to  
11 know is their positions on what effect, if any, this is going  
12 to have on the motion to intervene, and then I'll let  
13 Ms. Willis respond to that.

14 MS. WILLIS: Your Honor, before we --

15 THE COURT: Just one second, just one second.

16 MS. WILLIS: I'm sorry, I'm sorry.

17 THE COURT: And one could say that we could do this  
18 in a different order, which is brief the motion to intervene  
19 and then I'll consider the settlement, but it sounds like the  
20 settlement could be papered a lot more quickly than the motion  
21 could be briefed. But I don't want to approve the settlement  
22 without knowing whether or not, by approving it, I'm boxing out  
23 Ms. Willis because, as I said, I am reluctant to do that just  
24 because I punted the briefing on her status.

25 Now, the other thing that could happen, and this may

201952cantc

1 not be what defendants had in mind, the other thing that could  
2 happen is the defendants could agree they'll bury the hatchet  
3 with plaintiff and then brief the intervention motion and they  
4 won't take the position that the settlement between the  
5 plaintiffs and the defendants moots it. But if that is their  
6 position, I'm going to want to know that and figure out if I  
7 agree with it. And if I agree with it, I may sit on the  
8 settlement approval until I decide the motion to intervene.  
9 And if I do that, then I assume the defendants will want to  
10 brief that on a pretty short string because they're going to  
11 want to get their settlement with the plaintiff resolved. So  
12 there's a number of moving parts here.

13 Am I right that the plaintiff and the defendants  
14 would rather submit the settlement before full briefing on the  
15 motion to intervene?

16 MR. ADELMAN: Yes, your Honor.

17 MR. LEVY: I agree.

18 MR. ADELMAN: We would also, actually, like to  
19 submit, and we can do it in less than three pages, our thought  
20 process on the Intervenor and why we believe that the punting  
21 of the intervenor motion was irrelevant in this case.

22 THE COURT: Well, when you give me the settlement,  
23 give me whatever you want to say. You guys should give me  
24 whatever you want to say about why I should go ahead and  
25 approve it regardless of its effect on Ms. Willis, and then

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1 I'll let Ms. Willis respond. And that should include, first of  
2 all, whatever history I don't remember, but, second, either  
3 whatever authority you have for the proposition that the  
4 settlement between the plaintiff and the defendant leaves  
5 nothing for Ms. Willis to intervene in or, even if it does, why  
6 I should still go ahead and approve the settlement.

7 MR. ADELMAN: We don't --

8 MS. WILLIS: So, your Honor, the -- may I, your  
9 Honor?

10 THE COURT: Yes.

11 MS. WILLIS: Okay.

12 So, again, I'm simply eager to find out what's in the  
13 settlement. And they may be surprised that I will likely go  
14 along with it. I don't know. Let's see. But, your Honor,  
15 here's the problem, and I think this is what maybe the  
16 defendants are missing here, and maybe even Mr. Levy here, is  
17 that the relationship between the Willises, the Belolos and the  
18 Moraleses is sort of a very close-knit group here and it's  
19 beyond our -- my business with Can't Stop and Scorpio goes well  
20 beyond the Village People licensing. That's just a very small  
21 part. Okay? We deal with everything from lights to the  
22 Village People to movies. I mean, we just have a lot of other  
23 business. And so, therefore, Jonathan and I and the Belolos,  
24 we're always talking because we're not going to allow one  
25 aspect of the business to interfere with something else that

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1 can be much bigger. So, therefore, that's why I need time to  
2 talk to Mr. Belolo about this to see whether or not I agree,  
3 because, again, Village People licensing is a very small  
4 percentage of the business relationship that I have with Can't  
5 Stop and Scorpio, which is much bigger than this.

6 THE COURT: So maybe it makes sense, Ms. Willis, for  
7 you, even if you could continue to fight this war, if I'm  
8 reading between the lines, what you're saying is you may, in  
9 the interest of the larger relationship, want to just put this  
10 case behind you. I think that's a good idea. I think you  
11 absolutely should have a conversation.

12 I'm not going to do anything until, A, I get the  
13 proposed settlement from the plaintiff and the defendants along  
14 with their views on why I should -- or I guess, from their  
15 point, why I should go ahead and approve it whether you're in  
16 it or not, and I'm not going to decide anything until you've  
17 had a chance to respond to that.

18 MS. WILLIS: Thank you, your Honor.

19 THE COURT: So there's time for you to speak to the  
20 Belolos and your other associates. And if you can get on board  
21 with this deal either because you think it's a good deal or  
22 because you think, in light of everything else you've got going  
23 on, it makes sense to just put this case behind you, great, and  
24 if not --

25 MS. WILLIS: Absolutely.



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1 THE COURT: All right.

2 MS. WILLIS: Absolutely, your Honor. I agree.

3 Because that's the bottom line and that's what I'm getting at.

4 Because we -- I'm haggling right now. We're haggling over

5 everything from movie rights to Broadway. It's not just --

6 they may think that -- the defendants here may think that, oh,

7 that's all Karen Willis is interested in, the Village People.

8 Are you kidding? There's much more business going on here that

9 I'm dealing with. But -- so, therefore, again, I'm delighted

10 to hear it. Let's see what it contains. I'm hoping to go

11 along with it. And I'll leave it at that.

12 THE COURT: Mr. Adelman.

13 MR. ADELMAN: I just wanted to clarify that the views

14 that we wanted to put forth are not our briefing of the

15 opposition of the Intervenor motion.

16 THE COURT: Right. What I want along with the

17 proposed settlement agreement is whatever you want to tell me

18 on why you think I should approve it without having resolved

19 the Intervenor motion.

20 MR. ADELMAN: Thank you, your Honor.

21 THE COURT: And whether I do that or not, you'll have

22 an opportunity to brief the motion to intervene. But I imagine

23 part of the appeal to you if Ms. Willis were to go along is

24 that you wouldn't have to deal with her motion to intervene.

25 And this wouldn't be the first time -- in fact, it's quite

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1 common that even parties who think they're right decide to  
2 settle because it's just costing too much time and energy to  
3 fight. And if we're at that point, that's not the worst thing.

4 So I'm not setting a deadline. Whenever plaintiff  
5 and defendants are ready to submit the settlement, they should  
6 submit it along with the -- I'll call it the position letter  
7 that I've asked for. And when that arrives, Ms. Willis should  
8 respond to it let's say within two weeks.

9 MS. WILLIS: Okay.

10 THE COURT: And we'll take it from there.

11 But, in the meantime, I'm glad to hear that you'll be  
12 talking. And I certainly hope that you can all get on board  
13 even if it's not the kind of settlement that was on the table  
14 before Judge Smith. Maybe there's some virtue in the  
15 simplicity.

16 And I think, at this point -- well, I'll put it this  
17 way. I know Ms. Willis, at some point, wasn't sure Judge Smith  
18 was the best arbiter here, but maybe now, since she's had such  
19 success on the most recent motion, she would be content with  
20 Judge Smith maintaining jurisdiction.

21 And again, maybe it will be something that, in  
22 Ms. Willis' universe of business dealings, has now become such  
23 a pest, this case has become such a pest, that she just wants  
24 to make it go away to focus on bigger and better things.

25 MS. WILLIS: Your Honor is very close to being

1 correct there. I have bigger fish to fry. There's just so  
2 much going on that they haven't a clue. It's not just this.  
3 But this is a very important part of it. This is my husband's  
4 legacy. You know, he co-wrote all these hits, the music, he's  
5 the actual singer. So there's just a lot going on, and I want  
6 to see it resolved. However, I would like to see it resolved  
7 in a way that is not infringing upon any of my rights. So  
8 let's see what happens here.

9 THE COURT: All right. We have a plan for going  
10 forward.

11 MR. ADELMAN: One thing, your Honor.

12 THE COURT: One more thing?

13 MR. ADELMAN: Yes. Administration-wise.

14 We would prefer that the draft of the settlement  
15 agreement not be posted on ECF.

16 THE COURT: You can just e-mail it.

17 MR. ADELMAN: Thank you, your Honor.

18 But we should post the position letter or -- we're  
19 fine with that.

20 THE COURT: That makes sense, I think.

21 MR. ADELMAN: Okay. That was all. Thank you, your  
22 Honor.

23 THE COURT: All right. Thank you all.

24 MS. MATZ: Thank you, your Honor.

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